



## W4 Canal Boat Hire “A Family run company”

# Terms & Conditions of hire

### 1. In the Agreement, the following words have the following meanings:

**“The Boat Owner”** means W4 CANAL BOAT HIRE, Russell and Helen Warner.

**"Booking Confirmation"** Means the emailed confirmation sent at the time of booking online.

**"Company"** W4 CANAL BOAT HIRE.

**"Conditions"** means these inland boat hire conditions.

**"Deposit"** means the 20% deposit referred to in the Booking Confirmation and due at the time of booking.

**“Damage and late return deposit”** The £150 held at the time of booking and returned as per these terms.

**"End Date"** means the end date referred to in the Booking Confirmation.

**"Force Majeure Event"** has the meaning given to it in Condition 20.

**"Hire Period"** means the hire period set out in the Booking Confirmation.

**"Price"** means the price of the boat hire set out in the Booking Confirmation.

**"Start Date"** means the start date referred to in the Booking Confirmation.

**"You"** and **"Your"** means the person or persons named as the hirers in the Booking Confirmation and includes anyone added to the Booking Confirmation as a hirer at a later date, but excludes other members of Your party.

### 2. Agreement to Hire

2.1 When You request a booking, You are making an offer to hire a boat on these Conditions. Booking requests will only be accepted on the Company website.

2.2 The Agreement will be effective once the Company accepts Your booking and sends You a Booking Confirmation and the deposit or full payment has been made. The Company may hire the boat to another party at any time before it sends You a Booking Confirmation or if You fail to pay the Deposit.

2.3 You are responsible for the accuracy of the personal details and any other information supplied in respect of You and Your party. When You receive the Booking Confirmation please check the details carefully and inform the Company immediately if anything is incorrect.

### 3. Prices and Payment

3.1 The advertised prices are in pounds sterling (£)

3.2 The Company reserves the right to correct errors in advertised or quoted prices before or at the time of booking and will confirm the correct Price in the Booking Confirmation.

3.3 The Booking Confirmation sets out the total Price that You must pay to the Company under the Agreement.

3.4 You are responsible for making all payments due to the Company under the Agreement. Payment is deemed to have been made by You when cleared funds are received in such bank account as the Company nominates in the hire confirmation.

3.5 You shall pay the Deposit to the Company at the time of the booking request by PayPal or bank transfer.

3.6 You shall pay the balance of the Price, not less than 56 days before the Start Date. Time of payment is of the essence. Failure to pay the Price by the due date may result in the booking being cancelled and Your liability for payment continuing.

3.7 For bookings made less than 56 days before the Start Date, You must pay the total Price immediately following receipt of the Booking Confirmation.

3.8 Without prejudice to any other term of these Conditions, the Company may cancel Your booking if any amount due under the Agreement is not paid in full by its due date. And fees as per our cancellation policy will take effect.



## W4 Canal Boat Hire “A Family run company”

### 4. Your Party

#### 4.1 Personal agreement and obligations:

The Agreement is a personal one between You and the Company and Your identity(ies) and the identity of members of Your party are a material factor in the Company's decision to enter into the Agreement. You must be at least 18 years of age at the time of booking and possess the legal capacity to make the booking. The hirer must upload ID for main hirer only and The full names, and dates of birth of all members of Your party must be provided to the Company Using are pre check-in process, this is best done as soon as you book.

All changes in Your party (the addition, substitution or removal of any member of the party) which take place at any time after the Booking Confirmation has been issued (including during the Hire Period) must be communicated in writing and approved by the Company (such approval is subject to these Conditions, but otherwise may not be unreasonably withheld). You are responsible for making all members of Your party aware of the terms of the Agreement.

#### 4.2 Parties, school or youth groups, and commercial purposes:

Unless expressly agreed in the Booking Confirmation, the boat may not be used for parties, school or youth groups or for any commercial purpose. Or parties of the same sex group for stag or hen parties.

#### 4.3 Disability and Reduced Mobility:

If you or any member of your party has a disability or reduced mobility that may affect their ability to safely access, use or move around the boat, you must notify the Company at the time of booking or, if the disability or reduced mobility becomes apparent after booking, as soon as reasonably possible and, where possible, no later than 48 hours before the Start Date.

The Company will discuss any relevant requirements with you and provide information about the boat and its facilities to help you assess whether it is suitable for your party. However, due to the nature, layout and space restrictions of canal boats, the Company may not be able to accommodate all disabilities or mobility requirements.

You acknowledge that you are responsible for providing accurate information about any relevant disability or reduced mobility and for assessing, with the information provided by the Company, whether the boat is suitable for the person concerned.

All passengers must be able to comply with the Company's safety requirements and follow the skipper's instructions. Where a person's disability or reduced mobility means that they cannot safely access the boat, move around it, or comply with the required safety procedures, the Company may determine that the boat is not suitable for that person.

If a disability or reduced mobility becomes apparent after booking, the Company will make reasonable efforts to discuss the situation with you and, where possible, identify a suitable solution. However, the Company cannot guarantee that the boat will be suitable for every individual or that an alternative arrangement will be available.

If in the Company's reasonable opinion it is unable to properly accommodate the needs of the person(s) concerned or You do not accept such alternative arrangements as the Company may offer, the Company may, without liability, treat this as a request to terminate Your booking and Condition 7.1 shall apply. The Company may require the person(s) concerned to produce a medical certificate certifying that they are fit to participate in the hire of the boat. The Company shall not be liable for any loss or damage caused as a result of a disability and/or reduced mobility, save where such loss or damage is caused by the negligence of the Company and results in death or personal injury.

#### 4.4 The use of alcohol and illegal drugs:

##### Company's right of immediate cancellation:

You must not navigate the boat while You or anyone on board is, or appears to be, under the influence of alcohol or illegal drugs. Any reported illegal activity or anti social behaviour will mean the immediate termination of the hire agreement as per section 7 and if applicable the Police maybe involved.

### 5. Changes Requested By You

5.1 Bookings may only be changed with the written agreement of both parties and in accordance with these Conditions.

5.2 If You wish to change Your booking, the Company will use reasonable endeavours to accommodate such changes, provided that notification is received in writing from You. Please keep in mind we are a single boat, family run hire company so are not able to offer many alternatives.

5.3 The Company reserves the right to charge an administration fee of £50, in addition to any increase in the cost of the booking, for changes made within the current calendar year. No refund will be issued if the agreed changes would otherwise have resulted in a lower price for your booking.



## **W4 Canal Boat Hire “A Family run company”**

### **6. Cancellation by You**

**6.1 The Agreement is a legally binding contract and may only be cancelled in accordance with these Conditions. You have no statutory right of cancellation under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.**

**6.2 If you want to cancel the Agreement You must give the Company written notice by email.**

**The date of receipt of the Cancellation Notice email shall be the effective cancellation date. Any other correspondences will not count for cancellation, and must be via email only.**

**6.3 In the event of Your cancellation of the Agreement, the Deposit, and PayPal charges are non-refundable and in addition you shall be liable for the following charges dependent on the proximity of your cancellation to the Start Date:**

**6.3.1 More than 56 days before the Start Date 20% of the hire price. Which was the deposit paid when booking. 43-56 days 50% of the hire price. 29-42 days 70% of the hire price. 8-28 days 80% of the hire price and 7 days or less 90% of the hire price.**

**6.3.2 The company suggests that hirers take out Cancellation Protection or other similar protection to cover any losses in the unfortunate event that they are not able to take their holiday.**

### **7. Cancellation By the Company**

**7.1 The Company may at any time by written notice to You terminate the Agreement with immediate effect:**

**7.1.1 in accordance with Condition 4.3.**

**7.1.2 in accordance with Condition 8.4; or**

**7.1.3 if there is a Force Majeure Event which for whatever reason prevents the Company from performing the Agreement.**

**7.2 Where the Company terminates the Agreement in accordance with Conditions 7.1.1 to 7.1.3 inclusive, the Company shall, save where otherwise agreed in writing with You, refund the Deposit and all other amounts paid by you and shall have no further liability thereafter.**

**7.3 The Company may refuse to hand the boat over to You and/ or repossess the boat at any time after the Start Date and in either case terminate the Agreement if:**

**7.3.1 You fail to pay any amount due under the Agreement;**

**7.3.2 You or any member of Your party cause damage or loss to the boat, its services or facilities; or**

**7.3.3 the Company considers that You are, without the Company's prior written approval, using or intend to use the boat for parties, school or youth group, or commercial purpose;**

**7.3.4 the Company considers that You or anyone on board is, or appears to be, under the influence of alcohol or illegal drugs;**

**7.3.5 You are unsuitable to take charge of the boat for any reason that may adversely affect the safety of any person or property; or refuse to sign the boat acceptance on the day of hire, or fail to carry out the handover process correctly as instructed by the company.**

**7.3.6 the Company considers that Your behaviour or the behaviour of anyone in Your party is likely to harm the environment or otherwise spoil the enjoyment and use of the waterways or otherwise harm the comfort or health of or cause offence to other guests, members of staff or waterway users;**



## **W4 Canal Boat Hire “A Family run company”**

**7.3.7 You or any member of Your party (or anyone invited on to the boat by You) has breached or is likely to breach the rules set out under Condition 10.1 or any of Your obligations under the Agreement, any applicable laws and regulations, or any other terms and conditions applicable to the boat which You have been told about.**



## **W4 Canal Boat Hire “A Family run company”**

### **8. Hire Period, Collection and Return of the Boat**

**8.1** Subject to Condition 8.7, as it may otherwise notify you of in writing, the Company will use reasonable endeavours to make the boat available to You at the agreed time and location of your booking

**8.2** You must notify the Company of Your estimated arrival time no later than 7 days prior to Your Start Date, and thereafter notify the Company as soon as reasonably possible of any changes to Your estimated arrival time as this may lead to difficulties and delays in making the boat available to You. There will neither be any rebate of the Price for late arrival nor will the Company accept responsibility for any costs which You may incur if You fail to reach the boat between the times specified on your booking confirmation.

**8.3** Before You take over the boat, the Company will give You such instructions, demonstrations and trials as are appropriate. This handover is required by all hirer's it takes between 2-2.5 hours and must be followed. This maybe reduced for experienced boaters or repeat customers. failure will result in cancellation as per section 7.

**8.4** If the boat is not available on the Start Date and/or time for any reason outside the Company's control (including but not limited to any Force Majeure Event, adverse weather or navigation conditions, damage, mechanical breakdown, late return by previous hirer), the Company may terminate the Agreement.

**8.5** The boat must be returned to the location specified on the Booking Confirmation or otherwise notified under Condition 8.7 and vacated by You by 9.00a.m. on the End Date. It is Your responsibility to allow sufficient time to ensure timely return.

**8.6** If You return the boat late or to the wrong place, unless as a result of the Company's breach of the Agreement, You will be liable to pay:

**8.6.1** £50 for every hour or part hour of delay in returning the boat to the agreed return point;

**8.6.2** any cost incurred by the Company in recovering the boat to agreed return point; and

**8.6.3** any other expenses and losses which the Company may incur as a result of the delay including, but not limited to, the loss or cancellation of a subsequent booking.

**8.7** The Company reserves the right to change the places of handover and return for operational reasons. The Company will give You written notice of the change as soon as practical and will use reasonable endeavours to do so in sufficient time to allow any necessary replanning of Your itinerary.

**8.8** The company do not offer any guarantee to areas in which you can or can not navigate based on restrictions and closures that maybe in force. If it is possible to navigate the boat in at least one direction from our location for the period of your holiday, based on our route planer, using default settings and slow lock use, this will deem your holiday booking as being able to proceed and if you choice not to continue your booking our cancellation policy will take affect.

### **9. Insurance and Security Deposit**

**9.1** The Company insures the boat and its equipment against physical loss and damage and against public liability risks. You and members of Your party may become legally liable to the Company or to third parties for loss or damage caused or contributed to by Your acts, omissions or negligence.

**9.2** The Company's insurance policy does not cover personal accidents or Your personal belongings and does not cover the first £350 of any claim. Hirers and their crews are advised to take out their own personal insurance cover. And note that any damages that can't be covered by our £150 damages and late return deposit will mean further charges being made.



## **W4 Canal Boat Hire “A Family run company”**

### **10. Safety and other Rules**

#### **10.1 You agree to comply with the following rules at all times during the Hire Period:**

- 10.1.1 To ensure that at all times while the boat is being navigated or is transiting locks there are minimum 2 persons with the minimum age of 18 years old.**
- 10.1.2 Not to tow or be towed other than in exceptional circumstances.**
- 10.1.3 To moor the boat securely.**
- 10.1.4 To lock and secure the boat when away from it.**
- 10.1.5 Not to navigate after sunset or before sunrise and not to run the engine if moored between 8pm and 8am.**
- 10.1.6 To observe all speed limits, and not to navigate at a speed which creates a breaking wash or disturbs or inconveniences other waterway users.**
- 10.1.7 Not to race the boat.**
- 10.1.8 Not to bring onto the boat any pets, dinghies, canoes, inflatables, portable heaters, bicycles, vehicles, lighting equipment, TV sets, electrical appliances (other than razors), electric tools or cooking appliances, inflammable liquids or substances, gas cylinders, barbecues, car batteries, fire arms or any other items which might create dangers or hazards without the Company's prior written permission.**
- 10.1.9 Not to bring onto the boat any electrical medical life support aids**
- 10.1.10 To allow the boat to be occupied only by the persons named in the Booking Confirmation.**
- 10.1.11 Not to allow to be on the boat at any time more than 12 persons.**
- 10.1.12 To give way to laden or unladen cargo boats, sailing craft, rowing boats and other human propelled craft.**
- 10.1.13 Not to take the boat on to sea or tidal waters. To cruise only on canals and rivers approved by the Company.**
- 10.1.14 Not to have or carry any live bait on the boat, not to fish from the boat.**
- 10.1.15 At all times to observe and abide by all regulations, bye-laws and navigational limits and abide by the instructions and advice of the relevant Navigational Authorities and the Company and their respective officers and employees.**

**10.2 In addition to such restrictions on navigation as may from time to time be put in place by the competent authorities, for which the Company shall not be liable, the Company reserves the right, without liability, to restrict cruising areas or routes in the light of prevailing weather and navigation conditions.**



## **W4 Canal Boat Hire “A Family run company”**

### **11. Responsibility for the boat**

**11.1** You are responsible for the boat, its equipment and contents at all times during the Hire Period. Such responsibility includes the safe and lawful navigation of the boat.

**11.2** You must keep the boat, its equipment and contents clean and tidy during the Hire Period.

**11.3** You must notify and provide full details to the Company of any breakdown, damage, theft or loss involving the boat as soon as practically possible. You must not undertake or commission any repairs, adjustment or service without the Company's prior written approval. You will be required to fill in onboard paperwork for any incident or accident as shown in the handover pack and demonstration.

**11.4** In the event of any accident or damage involving the boat or anyone on the boat, You must:

**11.4.1** obtain and record the name(s) of any other boat(s) and the names and addresses of any other people involved on the form provided by the Company (when available);

**11.4.2** notify the Company as soon as practically possible and provide full details of the accident and any damage sustained; and

**11.4.3** proceed in accordance with such instructions as the Company may reasonably give.

**11.5** Although the boat and its equipment are insured against some risks, You remain responsible to the Company for any damage or loss arising from Your breach of the Agreement, Your deliberate acts or omissions, or from Your negligence.

**11.6** In the event that the boat is run aground or is otherwise involved in a collision or allision you will be responsible for arranging its refloating or otherwise freeing it from any entanglement, including removing all weed, rope or other matter from the boat's propellers and steering gear and you shall notify the Company of any such incident and keep it informed of developments related to such incident.

### **12. Rights of Access**

The Company reserves the right at any time to board the boat and access its accommodation to inspect it. If this is required, the Company will try to give You reasonable notice first, notwithstanding which you agree to allow the Company or its representative(s) or contractor(s) immediate access to the boat at any time.

### **13. Hirer's Property**

**13.1** Vehicles may be left entirely at their owner's risk in the Company's car park. The Company will be under no liability for any loss or damage to vehicles or their contents or for Your property on the boat unless caused by the Company's negligence.

**13.2** The Company may take such reasonable action as it considers necessary to silence Your car alarm if Your car is left on or adjacent to the Company's premises and to recover the any associated costs from You. This is inclusive of any requirements and obligations under the Noise and Statutory Nuisance Act 1993 and/or under the Clean Neighbourhoods and Environment Act 2005 and/or any other relevant legislation.

**13.3** The Company will use reasonable endeavours to return to You any of Your property which it finds on the boat or otherwise on the Company's premises, provided that You notify the Company of such lost property promptly and that You either arrange for its collection or agree to pre-pay for any postage and packing. Property not claimed within 2 months from the End Date may be disposed of by the Company.





## **W4 Canal Boat Hire “A Family run company”**

### **14. Fuel (Diesel, Gas and Water)**

**14.1** The boat will be handed over with enough Fuel (diesel) on the Start Date. The Price is inclusive of the cost of fuel for holiday bookings up to 14 nights.

**14.2** Water tanks will be Full unless stated otherwise. Whilst water supply and moorings on the canals are normally free of charge, any costs incurred are the responsibility of the hirer.

**14.3** Toilet tanks will be fully emptied unless stated otherwise. Where pump-outs are required to toilet tanks, the cost is the responsibility of the hirer pump out machines are available and can be paid using cards when required and are located at canal service points.

**14.4** Gas will be provided for cooking purposes for the duration of your holiday and will not require any hirer to supply or change the gas, if a smell of gas is detected the hirer will be shown how to isolate the supply.

**14.5** Please note any tanks that are filled with the wrong fuels will be chargeable for correction and or damages caused and this is not limited to items put into the toilet that shouldn't be there (toilet tissue and human waste only)

### **15. Pets**

**15.1** No pets are allowed on the boat except those (i) identified in the Booking Confirmation or (ii) to which the Company subsequently gives written permission.

**15.2** All pets must be properly house trained or caged as appropriate, must never be left unattended, and shall not be allowed on bedding or chairs. You must provide any pet baskets or blankets.

**15.3** Pets and pet damage are not covered under the Company's insurance policy and You will be liable for any damage or loss caused by them.

### **16. Inventory**

You will be required to sign the inventory on taking the boat over. Any shortcomings discovered during the Hire Period must be notified to the Company as soon as practically possible so as to afford the Company the opportunity to rectify that shortcoming. You will be responsible for the cost of replacing or repairing any items on the inventory which are missing or damaged at the end of the Hire Period.

### **17. Exclusion and Limitation of Liability**

**17.1** The Company shall not be liable for any loss, cost or expense whatsoever suffered by You or any member of Your party (including but not limited to loss or damage to any person's property and consequential or indirect loss) and howsoever arising, including without limitation caused by:

**17.1.1** non-fulfilment, interruption or delay to the booking;

**17.1.2** breakdowns, mechanical problems, latent defects, damage to the boat or other property;

**17.1.3** restrictions on cruising, obstructions, repairs, damage or closure of waterways, non availability of routes, navigational works, storms, floods, droughts, ice, shortage of water or other weather or climactic conditions; or

**17.1.4** rationing, shortage or non availability of fuel.

**17.2** Other than in respect of claims which cannot be excluded or limited at law (such as claims for death or personal injury), the Company's total liability to You and any person claiming through You in respect of all claims which may arise under or in connection with the Agreement will be limited in aggregate to the Price actually paid by You to the Company in respect of the Agreement in question.

**17.3** Nothing in these Conditions affects Your statutory rights. In the event of a conflict between the Agreement and any consumer protection legislation conferred upon you, such consumer protection legislation shall prevail. In the event of a conflict between these Conditions and the Booking Confirmation, the Booking Confirmation shall prevail.





## W4 Canal Boat Hire “A Family run company”

### 18. Complaints

18.1 If You wish to make a complaint to the Company regarding Your booking, You may do so by post or email within 30 days of the End Date. The Company has a procedure to handle complaints promptly. If You fail to make Your complaint within 30 days of the End Date, this may affect Your entitlement to claim compensation (if any).

### 19. Third Parties

A person who is not a party to the Agreement will have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

### 20. Acts beyond the parties' control ("Force Majeure Event")

20.1 The Company will neither be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control, including, without limitation, acts of God, flood, drought or other natural disaster; epidemic or pandemic; civil commotion or riots; any law or any action taken by a government or public authority (including without limitation failing to grant a necessary licence or consent); collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts; interruption or failure of utility service; limitations, restrictions or prohibitions by relevant authorities on the use of relevant waterways or boats ("Force Majeure Event").

20.2 If You are unable to take up Your booking because of UK government legislation, regulation or guidance or, You may:

20.2.1 subject always to availability, transfer Your booking to a later date, free of any administration charges. You will have to pay any difference in price if the cost of the new booking is higher or be reimbursed the difference if the cost of the new booking is lower; or

20.2.2 request a voucher with a redemption value equal to the amount previously paid by You for the booking – the voucher terms and conditions will be available to You before You make Your choice under this Condition; or

20.2.3 if the Company is required by law to provide it, obtain a refund of any amount already paid by You for the booking and cancel Your booking.

20.3 If You have to cut short Your booking because of UK government legislation, regulation or guidance, You will be entitled to a pro-rata refund of the Price (to the extent it has been paid), but any insurance premiums, booking fees or administration charges paid will not be refundable. You will have to contact the Company in order to access these options.

### 21. Data Protection

The Company will only use Your personal information in accordance with its privacy policy.

### 22. Law and Jurisdiction

22.1 The Agreement and any non-contractual obligations arising out of, or in connection with, the Agreement are governed by and shall be construed in accordance with English law.

22.2 You and the Company irrevocably agree that any and every dispute arising out of or in connection with the Agreement (or with any non-contractual obligations) will be subject to the exclusive jurisdiction of the English courts.

22.3 Placing and booking, and signing the Boat acceptance certificate on the day is an agreement to these terms.